

## Section 1: Montana Interactive Monthly Account Holder Registration Agreement

You must be a Monthly Account Holder to access certain e-Government services through the mt.gov portal.

To register, read all the information carefully, complete and sign this Agreement along with any additional forms required to subscribe to a service and return it to us at the address below, you may fax (406-495-0464) the agreement for faster processing. However, you must also promptly mail documents with original signature(s) to:

Montana Interactive, LLC  
101 North Rodney, Suite 3  
Helena, MT 59601

The annual *Mt.gov* subscription fee is \$75.00 and is billed to your monthly account with your first month's invoice for usage. Thereafter, the annual renewal is \$75.00 and is billed to your monthly account automatically.

In addition to a subscription, certain mt.gov services have secondary registration, annual use, statutory and/or transaction usage fees associated with them. Please note that some services require additional forms and approvals. These forms and information on all fees is provided as an attachment to this Registration Agreement or on the associated Internet pages. Any statutory or usage fees are billed on a monthly basis; annual subscription and/or secondary registration fees will be billed on the first month's invoice.

If you have any questions regarding information contained within this agreement, please contact Montana Interactive, LLC, which manages the services for mt.gov at (406) 449-3468 or email [help-desk@egovmt.com](mailto:help-desk@egovmt.com).

### Signing up is easy. . .

- 1) You will need a computer with a modem or other Internet connectivity hardware, Internet software and an Internet service provider.
- 2) **Sign and return this Agreement to the address above.** Upon receipt of the signed and completed agreement, Montana Interactive will notify you of receipt of the Agreement and provide passwords, if applicable, by facsimile. When you receive confirmation or notification, you may begin using our services for which there is an immediate fee. E-mail addresses for users are required in order to receive electronic notification. You will be billed on a monthly basis for your monthly account usage, if applicable.

I have read and agree to the terms and conditions of Montana Interactive, LLC's *mt.gov* Monthly Account Holder (if applicable) and Registration Agreement as presented.

#### CUSTOMER SIGNATURE – sign here

Signature

Date

Name (printed)

Title

#### For Office Use Only

MI Account Number \_\_\_\_\_

Classification \_\_\_\_\_

MI Signature \_\_\_\_\_  
General Manager

Date \_\_\_\_\_

## Section 2: Monthly Account Holder Information

### Mailing Address

Organization Name: \_\_\_\_\_  
d/b/a: \_\_\_\_\_ If Dealership, Dealership License #: \_\_\_\_\_  
Attention: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Ext. \_\_\_\_\_ FAX: \_\_\_\_\_  
Email Address: \_\_\_\_\_

### Billing Address

Organization Name: \_\_\_\_\_  
d/b/a: \_\_\_\_\_ If Dealership, Dealership License #: \_\_\_\_\_  
Attention: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Ext. \_\_\_\_\_ FAX: \_\_\_\_\_

### Billing Options

For Billing -- Please Select One: All usage fees incurred will be totaled and billed monthly.

☐ **Statement Option (Monthly Minimum)**

*(Monthly charge is \$15.00 or actual usage fees, whichever is larger. This fee applies only to the Statement Option (Monthly Minimum). A monthly statement is sent via U.S. Mail to the billing address listed above. A monthly charge is only applied for months with account activity.)*

☐ **Auto Check Option**

*(Usage fees are deducted from checking or savings account monthly)*

Bank Name \_\_\_\_\_

Routing # \_\_\_\_\_

Account # \_\_\_\_\_

☐ **Visa, MasterCard Option**

Card # \_\_\_\_\_

Expiration Date: \_\_\_\_\_

*(Monthly usage fees are charged to credit card)*

Would you like to be notified when we have new online services?

☐ No

☐ Yes, e-mail to main contact e-mail address given

☐ Yes, e-mail to other: \_\_\_\_\_

### Section 3: Select Online Services

You may select the Online Services to which you or your organization would like to have access. Please note that certain services require additional forms and approvals. In addition to a subscription, certain mt.gov services have secondary registration, annual use, statutory and/or transaction usage fees associated with them. Please check the service desired:

Requires Additional Information, please visit <http://app.mt.gov/registered> to download the additional forms\*:

☐ \*Driver Record Search (**Requires Restricted Use Agreement**)

\*Briefly explain reason for use: \_\_\_\_\_

☐ \*Vehicle Search (**Requires Restricted Use Agreement and DOJ Motor Vehicle Records Application**)

☐ \*Temporary Registration Permit (**Restricted Use Agreement and DOJ Motor Vehicle Records Application, \$75 annual fee is waived if only using this service**)

☐ Business Entity Search

☐ Registered Principals Search

☐ UCC Search (\$75 annual fee is waived if **only** using this service) (Please see online service for associated fees)

☐ UCC Filings

☐ Criminal History Online Public Record Search

☐ Yellowstone County Document Search

☐ Electrical Permits

☐ Professional License Renewals

☐ Voter Verification (**Limited to Montana Counties**)

The above service(s) allows for up to 10 user ID/Passwords. Please list each individual who may have access to the requested service(s). Additional users may be added by purchasing another registration. For more than 10 users, please contact Montana Interactive at (406) 449-3468.

Print Name(s) to be registered to account: (max. 10 users per account). (Monthly Account Holder must also be listed here to obtain user name and password.)

Name	E-Mail Address
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____

## Section 4: Montana Interactive's *Monthly Account Holder Service Agreement*

The Monthly Account Holder and Montana Interactive, the eGovernment Service Provider for *Mt.gov*, contract for the provision of services from *Mt.gov* to Monthly Account Holder based on the Terms and Conditions below. Montana Interactive provides on-line access from terminals or personal computers, to a number of *mt.gov* databases with related services. Monthly Account Holder wishes to use the services made available by Montana Interactive through *mt.gov*.

### Terms and Conditions

1. This Agreement sets forth the terms and conditions under which Montana Interactive will provide services to Monthly Account Holder.
2. Montana Interactive reserves the right to withdraw any service without consulting Monthly Account Holder prior to withdrawing such service and shall have no liability whatsoever to Monthly Account Holder in connection with deletion of any such service.
3. Monthly Account Holder acknowledges that he/she has read this Agreement and agrees that it is the complete and exclusive statement between the parties, superseding all other communications, oral or written. This Agreement, and other notices provided to Monthly Account Holder by Montana Interactive, constitutes the entire agreement between the parties. This Agreement may be modified only by written amendment signed by the parties except as otherwise provided for in this paragraph. In the event Monthly Account Holder issues a purchase order or other instrument covering the services specified herein, it is understood and agreed that it is for Monthly Account Holder's internal purposes only and shall in no way modify, add to, or delete any of the terms and conditions in this Agreement.
4. Conditions of Use
  - a. Hours of Service: Service will be provided on a non-guaranteed basis seven days per week (Sunday through Saturday), twenty-four (24) hours per day, excluding scheduled maintenance as designated from time to time by Montana Interactive in its sole discretion.
  - b. ID/Account Numbers: Montana Interactive will issue to the Monthly Account Holder a maximum of 10 ID/account numbers per annual fee. Monthly Account Holder is responsible for preserving the secrecy of his/her account numbers and to ensure that access to services and use of his/her ID/account numbers are controlled by him/her and that, in those instances where a purchase order provides time and/or dollar and/or database limitations, use of the system does not exceed those limitations. Monthly Account Holder is liable for any and all charges for services to his/her ID/account numbers whether or not authorized by Monthly Account Holder.
  - c. Access: Monthly Account Holder is solely responsible for the selection and procurement of any equipment and communication lines.
  - d. Copyright and Ownership of Information: Monthly Account Holder agrees to comply with any copyright notices or other limitation on use applicable to services, databases, or other information provided through Montana Interactive and *Mt.gov* services.
  - e. Use of information: Monthly Account Holder agrees to abide by all applicable use statements and requirements outlined for access of information or services through Montana Interactive. Monthly Account Holder recognizes that each transaction and statement of use will be logged and retained for the purpose of reference by Montana Interactive.
  - f. Subscription and/or online services may require compliance with additional terms and conditions and execution of additional agreements and/or addenda to this Agreement in order for Monthly Account Holder to have access to those services.
5. Payment
  - a. Invoices for all services rendered will be prepared by Montana Interactive and provided by Montana Interactive to Monthly Account Holder. Rates shall be in accordance with the current *mt.gov* rate schedule. Terms of invoice payment shall be net twenty (20) days.
  - b. In addition to the rates contained herein, Monthly Account Holder shall pay Montana Interactive for all sales, use, and excise taxes incurred by Montana Interactive in providing services to Monthly Account Holder if applicable. Montana Interactive makes no representations as to the liability or exemption from liability of the Monthly Account Holder to any tax imposed by any governmental entity.
  - c. Past due invoices will be subject to a delinquency charge of 1.5% per month of the amount in arrears, or the legal limit, whichever is less. Monthly Account Holder agrees to pay all costs of collection of delinquent accounts, including reasonable attorney's fees, as permitted by law.
  - d. Payment Options: (Monthly Account Holder selects one)
    - i. Auto Check Option – Financial Institution automatically deducts amount of usage and filing fees including any annual, monthly or quarterly subscription fees out of checking or savings account monthly.
    - ii. Monthly Minimum Statement Option - Montana Interactive bills Monthly Account Holder monthly usage and filing fees and bills on the appropriate month for any annual, monthly or quarterly subscription fees. The monthly charge is \$15.00 or actual usage fees, whichever is larger.
    - iii. Credit Card Option - Credit Card Company automatically pays the amount of usage and filing fees, including any annual, monthly, or quarterly subscription fees, upon presentment of statement of charges electronically by billing service for Montana Interactive.

- e. Default: An account is in default if it is past due or if Monthly Account Holder should declare a bankruptcy or insolvency. In the event of default, Montana Interactive may, at its sole option, block the Monthly Account Holder from use of the account either temporarily or until the past due amount is paid, or permanently, regardless of payment. Not exercising this option at any particular time or degree of delinquency does not prevent Montana Interactive from exercising this option at any other time.
6. Limitation of Liability
- The remedies set forth in this Agreement are exclusive and in no event shall Montana Interactive, its directors, officers, agents, or employees be liable for special, indirect, incidental, or consequential damages, including, but not limited to, lost income or lost revenues, whether such damages arise out of breach of contract, negligence, strict liability, or any other theory of liability. Any such damages under this Agreement shall in any event be limited to the charges paid for the previous month by Monthly Account Holder for the services in connection with which a claim of liability is asserted or imposed.
  - Monthly Account Holder agrees that Montana Interactive will not be liable for any claim or demand of any nature or kind whether asserted against Montana Interactive or against Monthly Account Holder by any third party, arising out of the services or materials provided or their use; Monthly Account Holder agrees to indemnify and hold Montana Interactive harmless from claims of third parties arising out of the Monthly Account Holder's use of the services or materials provided pursuant to this Agreement.
  - Montana Interactive shall not be liable for or deemed to be in default for any delays or failure in performance or interruption of service.
  - No action or suit, regardless of form, other than an action for payments due Montana Interactive, arising out of the transactions pursuant to this Agreement may be brought by either party more than one year after the cause of the action accrues.
  - Montana Interactive, the State of Montana, county and local government agencies and universities, professional associations and all other parties who may from time to time provide information for access on *mt.gov* or through Montana Interactive shall at no time be liable for any errors in or omissions from information available on *mt.gov* or through Montana Interactive.
7. Warranty
- Montana Interactive makes no warranties express or implied, including but not limited to the implied warranties of merchantability and fitness for any particular purpose. While Montana Interactive and its suppliers strive for accuracy and completeness of data and services furnished pursuant to this Agreement, no warranty or representation as to accuracy or completeness is made or implied.
  - Monthly Account Holder warrants that it is aware of and will comply with all applicable federal, state, or other laws with regard to access to or use of any and all information, databases, programs, or other products to which access is provided by or through Montana Interactive.
8. Rate/Fee Changes
- Rates/Fees are as set forth in the Monthly Account Service Agreement insert, as amended from time to time, and are established by Montana Interactive in its sole discretion (unless this Agreement is a fixed term agreement as detailed in Paragraph 8b below.)
  - The parties may enter into a fixed-term agreement setting forth a set rate/fee for a specified term. Any such agreement will be evidenced and detailed in writing.
9. Renewals
- User accounts renew annually automatically on the last day of their anniversary month unless Montana Interactive is notified in writing to the contrary. Some accounts may have an annual renewal that is not based on anniversary date and those accounts will automatically renew on a predetermined calendar period (i.e. January of every year). The appropriate annual fee will be applied in the billing for that month.
10. Limitations
- Under no circumstances may Monthly Account Holder, or any other party acting by or through Monthly Account Holder or using Monthly Account Holder's ID/account number(s), use data received from or through Montana Interactive or *Mt.gov* in any way except in full and complete compliance with all applicable federal, state, local, or other laws and regulations.
  - Monthly Account Holder specifically recognizes and affirms that he, or any other party acting by or through Monthly Account Holder or using Monthly Account Holder's ID/account number(s), will comply with all applicable provisions of all federal and state laws governing privacy and information dissemination as a requestor of public information.
  - Monthly Account Holder understands that his/her Montana Interactive or *mt.gov* service privileges may be terminated for a violation of this Agreement or of an applicable federal, state, local or other law or regulation, and further that he/she may be prosecuted for such violations.
  - Monthly Account Holder agrees not to tamper with, alter, or change in any fashion any databases or programs made available to Monthly Account Holder by Montana Interactive or through *mt.gov*.
  - Monthly Account Holder acknowledges that records of its access to for-fee Services will be maintained by Montana Interactive and are subject to audit and examination for compliance with applicable limitations on use.

11. Trade name / Trademark

Monthly Account Holder agrees that he/she will not use the trademarks "Montana Interactive" or "mt.gov" or any of mt.gov's or Montana Interactive's services identified in any fashion unless specifically authorized to do so in writing by Montana Interactive.

12. General

- a. Authority: Each party has full power and authority to enter into and perform this Agreement, and the person signing on behalf of each party has been properly authorized and empowered to enter into the Agreement. Each party further acknowledges that he/she has read this Agreement, understands it, and agrees to be bound by it.
- b. Waiver: The waiver, modification, or failure to insist by Montana Interactive on any of these terms or conditions, shall not void, waive, or modify any of the other terms or conditions nor be construed as a waiver or relinquishment of Montana Interactive's right to performance of any such term or terms.
- c. Severability: If any provision or part of the Agreement shall be declared illegal, void, or unenforceable, the remaining provisions shall continue in full force and effect.
- d. Governing Law: This Agreement shall be governed by and construed according to the laws of the State of Montana as such laws are applied to contracts made and to be performed entirely in Montana, and all actions hereunder shall be brought in a federal or state court of competent jurisdiction in Montana and in no other jurisdiction.
- e. Assignment: This Agreement is not assignable or transferable by Monthly Account Holder and any attempted assignment or transfer shall be null and void and of no force or effect. Montana Interactive may assign this Agreement and/or the payments due to Montana Interactive without notice to or requirement for Monthly Account Holder's permission or approval.
- f. Notices: All notices required under this Agreement must be in writing and directed to Montana Interactive, LLC as follows:

Mt.gov, ATTN: Sandi Miller, General Manager, Montana Interactive, 101 N Rodney, Ste 3, Helena, MT 59601.

13. Montana Interactive LLC, a Montana limited liability company, manages mt.gov and the day-to-day operations and activities of this office are under one or more contracts with the State of Montana, through the Department of Administration.